

2023 AGREEMENT REGARDING USE OF COUNTY PROPERTY FOR PUBLIC PURPOSE

This Agreement Regarding Use of County Property for a Public Purpose (“Agreement”) is entered into by and between GRANT COUNTY, (“COUNTY”), and EPHRATA CHAMBER, a non-profit corporation duly formed and operating in the State of Washington, (“EPHRATA CHAMBER”).

I. Recitals

WHEREAS, the COUNTY is duly organized and operating under and by virtue of the State Constitution and the laws of the State of Washington;

WHEREAS, EPHRATA CHAMBER is a non-profit corporation, duly organized and operating in the State of Washington;

WHEREAS, EPHRATA CHAMBER desires to utilize COUNTY property (Parking Lot E) for their event;

WHEREAS, the Board of County Commissioners (“BOCC”) have determined that it is desirable to allow the EPHRATA CHAMBER use of the demised premises, the same commonly known as the Courthouse and immediate surrounding area and having a street address of 35 C Street NW, Ephrata, Washington.

II. Agreements

Based on the foregoing recitals, the parties to this Agreement hereby agree as follows:

1. The COUNTY does hereby allow EPHRATA CHAMBER to use the demised premises for the limited purpose of the Car Show and Shine, Anything with Wheels Event, the same to be held on July 15, 2023.
2. EPHRATA CHAMBER shall, at its own expense, and at all times material herein, use such demised premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Further, at all times material herein, EPHRATA CHAMBER shall keep such demised premises free from debris, and preserve a standard of cleanliness as established by the COUNTY.
3. EPHRATA CHAMBER shall indemnify and hold harmless the COUNTY from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider or governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and/or occupancy of the demised premises by EPHRATA CHAMBER, its agents,

servants, employees or invitees and/or EPHRATA CHAMBER's failure to comply with any law of any governmental authority.

4. Insurance. Lessee shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence. Lessor shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be cancelled or modified for any reason without fifteen (15) days prior written notice to Lessor. Lessee shall provide Lessor with a certificate or certificates of such insurance within (10) days of the execution of this Agreement.
5. Neither this Agreement, nor any claim arising hereunder, shall be assignable or delegable by either party in whole or in part. Further, EPHRATA CHAMBER shall not assign, transfer, pledge, or lease any part of the demised premises.
6. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. FURTHER: If any portion of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect. In case of any dispute the prevailing party shall be entitled to an award of costs and reasonable attorney's fees as costs.
7. The failure of the COUNTY to insist on strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that the COUNTY may have and shall not be deemed a waiver of any subsequent breach or default by EPHRATA CHAMBER concerning any terms and conditions contained in this Agreement.
8. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. Unless otherwise specifically provided herein, no third party is intended to be benefitted by this Agreement.
9. This Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the COUNTY nor EPHRATA CHAMBER shall be liable to the other for any representations made by any person concerning the demised premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by both parties, or their lawful successors and assigns subsequent to the date hereof.

10. The undersigned warrant that they have the sole right and exclusive authority to execute this Agreement.

11. It is understood and agreed that this Agreement has been executed knowingly and voluntarily and that each party to this Agreement has had full opportunity for legal counsel prior to signing the Agreement. Each party to this Agreement agrees and represents that they have had the opportunity to read this Agreement, have had it fully explained to him or her by their counsel, understands and appreciates the foregoing words and terms and their effect, and signs this Agreement voluntarily of their own free will and accord.

APPROVED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

Rob Jones, Chair

Cindy Carter, Vice-Chair


Danny E. Stone, Member

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Approved as to form:

May 3, 2023.


Rebekah Kaylor,
Chief Civil Deputy Prosecuting Attorney

EPHRATA CHAMBER

By _____
Rita Witte, Chair
Date:

Carshow



Ephrata Washington
Chamber of Commerce

April 17, 2023

Grant County Commissioners
35 C St. NW
Ephrata, WA 98823

RE: Ephrata Chamber of Commerce Car Show and Shine, Anything with Wheels event

Grant County Commissioners:

The Car Show committee is putting together another exciting event for the 11th annual Car Show and Shine, Anything with Wheels, July 15, 2023 6 am to 3 pm.

We will be utilizing "C" street as well as Division as we have done in the past. Permits have been applied for along with Certificate of Insurance.

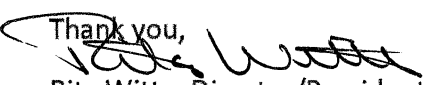
We have in the past requested from Grant County, the use of parking lot E to be available and cleared beginning on Saturday July 15 from 6 am to 3 pm.

We are excited to build this event and hope to see it continue to grow. With the assistance of Grant County, we can make this happen.

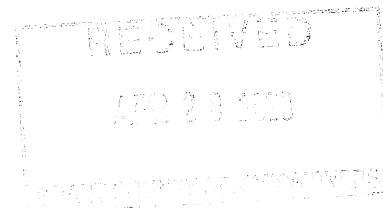
If you have questions or concerns, please contact me at 509-750-6183.

Also please see the enclosed site map that has been sent to the City of Ephrata as well.

Thank you,


Rita Witte, Director/President
Ephrata Chamber of Commerce

enclosures



Non Profit Insurance Program**Certificate of Coverage**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

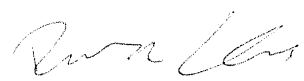
PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
Ephrata Chamber of Commerce Inc. PO Box 275 Ephrata, WA 98823	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	\$1,000,000
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-13	6/1/2022	6/1/2023	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Regarding the Car Show. Grant County is named as Additional Insured regarding this event only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement attached.					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Grant County PO Box 37 Ephrata, WA 98823	

This policy will renew 6-1-23

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-13	Endorsement Effective 6/1/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Grant County
PO Box 37
Ephrata, WA 98823

Regarding the Car Show. Grant County is named as Additional Insured regarding this event only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement attached.

A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.